

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 05 2020
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
13-7073	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
13-4147	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: A Bar Ranches, Inc., an Idaho Corporation
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Cottonwood Ranch, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 26704 S. Back Red Rock Road Downey Id 83234
Mailing address City State ZIP
- 208-705-7973 redrocke7@aol.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: April 8, 1995
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document -- warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] TJ Budge, Attorney 5.1.20
Signature of new owner/claimant Title, if applicable Date

Signature: Cottonwood Ranch LLC Manager 4/28/20
Signature of new lessor Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 5/5/2020 Receipt No. E045872 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JC Processed by JB Date 5/21/20

First American Title - Pocatello

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

22007078

2020 Apr 30 PM 02:37

Electronically Recorded by Simplifile

Thomas J. Budge
Racine Olson, PLLP
201 E. Center Street; P.O. Box 1391
Pocatello, Idaho 83204

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMODATION ONLY AND HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECT UPON THE TITLE

(Space above for Recorder's use)

**CORRECTION
QUITCLAIM DEED**

THIS CORRECTION DEED CORRECTS AND SUPERCEDES THE QUITCLAIM DEED
IDENTIFIED AS INSTRUMENT NUMBER 21222339 IN THE OFFICIAL RECORDS OF
BANNOCK COUNTY, IDAHO.

WHEREAS, J. Morgan Evans and Charla M. Evans, husband and wife, conveyed to Cottonwood
Ranch, LLC, certain real property via quitclaim deed dated December 28, 2012, and recorded
December 28, 2012, as Instrument Number 21222339 in the official records of Bannock County,
Idaho; and

WHEREAS, the legal description of the real property conveyed by the aforesaid Quitclaim Deed
was in error;

THEREFORE, the aforesaid Quitclaim Deed is hereby amended as follows:

For value received, J. Morgan Evans and Charla M. Evans, husband and wife, do hereby convey,
release, remise and forever quitclaim unto Cottonwood Ranch, LLC, an Idaho limited liability
company, the real property located in Bannock County, Idaho, described in Exhibit A attached
hereto, together with its appurtenances.

DATED this 30TH day of APRIL, 2020.


J. MORGAN EVANS


CHARLA M. EVANS

STATE OF Idaho)
County of Bannock) : ss.

This record was acknowledged before me on this 30 day of April, 2020,
by J. Morgan Evans and Charla M. Evans.

(SEAL)



Connie D. Johnson
NOTARY PUBLIC FOR IDAHO
My Commission Expires: June 24, 2025

PARCEL 1:

TOWNSHIP 13 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 3: LOT 2, LOT 3, SE¼NW¼, S¼SW¼ LYING WEST OF THE OREGON SHORTLINE RAILROAD RIGHT OF WAY; NW¼SW¼ LYING EAST OF THE RIGHT OF WAY OF HIGHWAY 91.

ALSO: SECTION 3: S¼SW¼, EXCEPT THE RAILROAD AND ANY PORTION LYING WITHIN THE RIGHT OF WAY OF US HWY 91

EXCEPT THEREFROM:

A PARCEL OF THE NW¼SW¼, COMMENCING ON THE RIGHT OF WAY OF HIGHWAY 91 WHICH IS 407 FEET NORTH OF THE SOUTHEAST CORNER OF THE NW¼SW¼; THENCE NORTH 37°30' WEST ALONG THE EASTERLY BOUNDARY OF HIGHWAY 1335.92 FEET; THENCE NORTH 52°30' EAST 140 FEET; THENCE SOUTH 41°35'30" EAST 1057.9 FEET; THENCE SOUTH 354 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT:

BEGINNING AT A POINT 17½ RODS WEST OF NORTHWEST CORNER OF LOT ONE (1), RUNNING THENCE IN A SOUTHERLY DIRECTION 80 RODS TO A POINT OF 9.1 RODS WEST OF THE SOUTHWEST CORNER OF LOT ONE (1) THENCE EAST 9.1 RODS TO THE SOUTHWEST CORNER OF LOT ONE (1) THENCE NORTH 80 RODS TO THE NORTHWEST CORNER OF LOT ONE (1) THENCE WEST 17½ RODS TO THE POINT OF BEGINNING.

ALSO EXCEPT:

A PARCEL OF LAND IN THE SE¼SW¼ OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, LOCATED SOUTH 89°17'49" WEST 2681.91 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 05°55'18" EAST 708.88 FEET ALONG THE EAST BOUNDARY OF SAID SE¼SW¼ TO A 5/8" REBAR AND CAP LABELED "BRIAN ALLEN, PLS 9163", BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°57'20" WEST 630.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 91 F.A.P. 17, MONUMENTED WITH A 5/8" REBAR AND CAP; THENCE NORTH 37°11'05" WEST 723.36 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTH BOUNDARY OF SAID SE¼SW¼ MONUMENTED WITH A 5/8" REBAR AND CAP; THENCE NORTH 89°57'20" EAST 1127.70 FEET ALONG THE NORTH BOUNDARY OF SAID SE¼SW¼ TO THE NORTHEAST CORNER THEREOF, MONUMENTED WITH A 5/8" REBAR AND CAP; THENCE SOUTH 05°55'18" WEST 579.77 FEET ALONG THE EAST BOUNDARY OF SAID SE¼SW¼ TO THE TRUE POINT OF BEGINNING.

SECTION 4: S $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ EAST OF THE HIGHWAY RIGHT OF WAY

SECTION 9: NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 10: N $\frac{1}{2}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM:

COMMENCING AT A POINT 40 RODS SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 40 RODS; THENCE WEST 80 RODS TO THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE DIAGONALLY NORTHEASTERLY TO THE PLACE OF BEGINNING.

ALSO EXCEPT THEREFROM ANY LAND LYING EAST OF THE WESTERLY RIGHT OF WAY OF OREGON SHORTLINE RAILROAD COMPANY.

ALL THAT PORTION OF NE $\frac{1}{4}$ NW $\frac{1}{4}$ AND NW $\frac{1}{4}$ NE $\frac{1}{4}$ LYING EAST OF THE RAILROAD RIGHT OF WAY AND SOUTHWESERLY OF U.S. HWY 91 (SHOWN OF RECORD AS WEST OF THE COUNTY ROAD RIGHT OF WAY)

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M. BANNOCK COUNTY, IDAHO.

SECTION 6: W $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

ALSO: TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN

SECTION 6: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 00°03'38" EAST 1326.24 FEET ALONG THE EAST LINE OF SAID SECTION 6 TO THE SOUTH 1/16TH CORNER ON SAID EAST LINE, THE TRUE POINT OF BEGINNING; THENCE NORTH 89°45'18" WEST 1318.31 FEET TO THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 6; THENCE SOUTH 00°06'16" WEST 44.25 FEET TO THE FENCE LINE; THENCE SOUTH 89°48'40" EAST 1318.35 FEET ALONG SAID FENCE TO THE EAST LINE OF SAID SECTION 6; THENCE NORTH 00°03'38" EAST 42.96 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN RUNNING THENCE WEST 1,319.54 FEET TO THE PLACE OF BEGINNING; AND RUNNING THENCE NORTH 53°51'45" WEST 406.95 FEET; THENCE NORTH 5°51'0" EAST 1,039.65 FEET; THENCE EAST 225.20 FEET; THENCE SOUTH 1,273.49 FEET TO THE PLACE OF BEGINNING.

SECTION 7: W $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN AND RUNNING THENCE SOUTH 495.49 FEET; THENCE NORTH 64°30'37" WEST 390.66 FEET; THENCE NORTH 52°32'12" WEST 542.32 FEET; THENCE SOUTH 89°48'58" EAST 781.20 FEET TO THE PLACE OF BEGINNING.

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 8: W $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$

ALSO: LOTS 1, 2, 3 AND 4 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO

ALSO: THE NORTH HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M.

ALSO: THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 14, ALL IN TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

PARCEL 2:

TOWNSHIP 12 SOUTH, RANGE 38 EAST BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SECTION 20: S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 21: W $\frac{1}{2}$ SW $\frac{1}{4}$ AND SW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 22: S $\frac{1}{2}$ NW $\frac{1}{4}$ AND N $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$ AND W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 28: NW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 29: N $\frac{1}{2}$ NE $\frac{1}{4}$

ALSO: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO. ALSO: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., AND RUNNING THENCE EAST 80 RODS, MORE OR LESS TO THE SECTION LINE; THENCE NORTH ON SAID SECTION LINE 67 RODS MORE OR LESS TO BROW OF HILL; THENCE FOLLOWING IN A SOUTHWESTERLY DIRECTION ALONG THE BROW OF SAID HILL TO A POINT 22 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 22 RODS MORE OR LESS TO POINT OF BEGINNING.

ALSO: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., RUNNING THENCE NORTH 22 RODS; THENCE WEST 13 RODS; THENCE SOUTH 22 RODS; THENCE EAST 13 RODS TO THE PLACE OF BEGINNING.

PARCEL 3:

TOWNSHIP 13 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO,

COMMENCING AT A POINT FORTY RODS SOUTH OF THE NORTHEAST CORNER OF THE NW¼ OF SAID SECTION 10; THENCE NORTH 40 RODS; THENCE EAST 50 RODS; THENCE DIAGONALLY SOUTHWESTERLY ABOUT 63 RODS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL LAND OCCUPIED BY THE O.S.L. RAILROAD AND THE COUNTY ROAD

EXCEPT:

**SECTION 10: A PARCEL OF LAND IN THE NW¼NE¼, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT SOUTH 32°42' EAST 531.65 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING THE NORTHERLY BOUNDARY LINE OF SWAN LAKE ROAD, AND RUNNING THENCE NORTH 61°57' EAST 111.4 FEET ALONG SAID ROAD; THENCE NORTH 28°03' WEST 132.9 FEET; THENCE NORTH 65°27' WEST 53.41 FEET; THENCE SOUTH 61°57' WEST 105.96 FEET, MORE OR LESS TO THE EASTERLY BOUNDARY LINE OF U.S. HIGHWAY 91; THENCE SOUTH 32°47' EAST 176 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID SWAN LAKE ROAD; THENCE NORTH 61°57' EAST 12.34 FEET TO THE POINT OF BEGINNING.**

Re-recorded to correct the legal

1-632219

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WARRANTY DEED

FOR VALUE RECEIVED, LAEL J. ABBOTT and PAULINE L. ABBOTT, husband and wife, and A RANCHES, INC., an Idaho corporation, whose address is P.O. Box 29, Downey, Idaho 83234 (hereinafter "Grantors"), do hereby grant, bargain, sell and convey unto J. MORGAN EVANS and CHARLA M. EVANS, husband and wife, whose address is 26704 South Back Red Rock Road, Downey, Idaho 83234 (hereinafter "Grantees"), their heirs and assigns forever, the following described premises in Bannock County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE.

TOGETHER WITH Water Right Nos. 13-7072 and 13-7073 with pumps and motors.

TOGETHER WITH all appurtenances, including all gas, oil and mineral rights.

Grantors do hereby covenant, that they are the owners in fee simple of said premises, that they are free from all encumbrances excepting discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, easements or claims of easement not shown by the public records, use restrictions and building and zoning regulations and ordinances of any governmental unit, and that they will warrant and defend the same from all lawful claims.

DATED this 19th day of April, 1995.

A RANCHES, INC.

By Lael J. Abbott
LAEL J. ABBOTT, President

Lael J. Abbott
LAEL J. ABBOTT

Attest: Pauline L. Abbott
PAULINE L. ABBOTT, Secretary

Pauline L. Abbott
PAULINE L. ABBOTT

96004168

STATE OF IDAHO

County of

)
: ss
)

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Bk 4-2

95005556

On this 19th day of April, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared LAEL J. ABBOTT and PAULINE L. ABBOTT, husband and wife, and LAEL J. ABBOTT and PAULINE L. ABBOTT, as President and Secretary respectively of A Ranches, Inc., known to me to be the persons whose names are subscribed to the foregoing and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)

NOTARY SEAL

~~95005556~~
NO. ~~95005556~~
RECORDED AT REQUEST OF ~~NOTARY PUBLIC FOR IDAHO~~
AMERICAN LAND TITLE CO. Residing at: 10/11/2001 Pocatello, Id.
'95 APR 28 AIO 51 My Commission expires: 10/11/2001
OFFICIAL RECORD BOOK NO. 638
IDAHO
RECORDED
FILED

NO. 96004168
RECORDED AT REQUEST OF
ALLIANCE TITLE & ESCROW
'95 MAR 18 APR 11 50
OFFICIAL RECORD BOOK NO. 661
BANNOCK COUNTY IDAHO
LARRY W. CHAN RECORDER
FEE \$5.00 DEPUTY DW

EXHIBIT "A"

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PARCEL 1:

5.3

TOWNSHIP 13 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN,
BANNOCK COUNTY, IDAHO.

SECTION 3: LOT 2, LOT 3 SE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{4}$ SW $\frac{1}{4}$ LYING WEST OF THE OREGON SHORT LINE RAILROAD RIGHT OF WAY. NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND SW $\frac{1}{4}$ NW $\frac{1}{4}$ LYING EAST OF THE RIGHT OF WAY OF HIGHWAY 91. EXCEPT THEREFROM: A PARCEL OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$, COMMENCING ON THE RIGHT OF HIGHWAY 91 WHICH IS 407 FEET NORTH OF THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE NORTH 37°30' WEST ALONG THE EASTERLY BOUNDARY OF HIGHWAY 1335.92 FEET; THENCE NORTH 52°30' EAST 140 FEET; THENCE SOUTH 41°35'30" EAST 1057.9 FEET; THENCE SOUTH 354 FEET TO THE POINT OF BEGINNING. ALSO EXCEPT: BEGINNING AT A POINT 17 $\frac{1}{2}$ RODS WEST OF NORTHWEST CORNER OF LOT ONE (1), RUNNING THENCE IN A SOUTHERLY DIRECTION 80 RODS TO A POINT OF 9.1 RODS WEST OF THE SOUTHWEST CORNER OF LOT ONE (1) THENCE EAST 9.1 RODS TO THE SOUTHWEST CORNER OF LOT ONE (1) THENCE NORTH 80 RODS TO THE NORTHWEST CORNER OF LOT ONE (1) THENCE WEST 17 $\frac{1}{2}$ RODS TO THE POINT OF BEGINNING.

SECTION 4: S $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ EAST OF THE HIGHWAY RIGHT OF WAY

SECTION 9: NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 10: N $\frac{1}{2}$ NW $\frac{1}{4}$; EXCEPTING THEREFROM: COMMENCING AT A POINT 40 RODS SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 40 RODS; THENCE WEST 80 RODS TO THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE DIAGONALLY NORTHEASTERLY TO THE PLACE OF BEGINNING.

ALSO EXCEPT THEREFROM ANY LAND LYING EAST OF THE WESTERLY RIGHT OF WAY OF OREGON SHORTLINE RAILROAD COMPANY.

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M. BANNOCK COUNTY, IDAHO.

SECTION 6: W $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

ALSO: TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN

SECTION 6: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 00°03'38" EAST 1326.24 FEET ALONG THE EAST LINE OF SAID SECTION 6 TO THE SOUTH 1/16TH CORNER ON SAID EAST LINE, THE TRUE POINT OF BEGINNING; THENCE NORTH 89°45'18" WEST 1318.31 FEET TO THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 6; THENCE SOUTH 00°06'46" WEST 44.25 FEET TO THE FENCE LINE; THENCE SOUTH 89°48'40" EAST 1318.35 FEET ALONG SAID FENCE TO THE EAST LINE OF SAID SECTION 6; THENCE NORTH 00°03'38" EAST 42.96 FEET TO THE TRUE POINT OF BEGINNING.

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EXCEPT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN RUNNING THENCE WEST 1,319.54 FEET TO THE PLACE OF BEGINNING; AND RUNNING THENCE NORTH 53°51'45" WEST 406.95 FEET; THENCE NORTH 5°51'0" EAST 1,039.65 FEET; THENCE EAST 225.20 FEET; THENCE SOUTH 1,273.49 FEET TO THE PLACE OF BEGINNING.

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 7: W½SE¼ N½NE¼; SW¼NE¼; E½SE¼; SE¼NE¼

EXCEPT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN AND RUNNING THENCE SOUTH 495.49 FEET; THENCE NORTH 64°30'37" WEST 390.66 FEET; THENCE NORTH 52°32'12" WEST 542.32 FEET; THENCE SOUTH 89°48'58" EAST 781.20 FEET TO THE PLACE OF BEGINNING.

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 8: W½SW¼; SW¼NW¼

SECTION 17: NW¼NW¼

SECTION 18: NE¼NE¼

ALSO: LOTS 1, 2, 3 AND 4 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO

ALSO: THE NORTH HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M.

ALSO: THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 14, ALL IN TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

PARCEL 2:

TOWNSHIP 12 SOUTH, RANGE 38 EAST BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SECTION 20: S½SE¼

SECTION 21: W½SW¼ AND SW¼NW¼

SECTION 22: S½NW¼ AND N½SW¼; S½SW¼ AND W½SE¼

SECTION 28: NW¼NW¼

SECTION 29: N½NE¼

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ALSO: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO. ALSO: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., AND RUNNING THENCE EAST 80 RODS, MORE OR LESS TO THE SECTION LINE; THENCE NORTH ON SAID SECTION LINE 67 RODS MORE OR LESS TO BROW OF HILL; THENCE FOLLOWING IN A SOUTHWESTERLY DIRECTION ALONG THE BROW OF SAID HILL TO A POINT 22 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 22 RODS MORE OR LESS TO POINT OF BEGINNING.

ALSO: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., RUNNING THENCE NORTH 22 RODS; THENCE WEST 13 RODS; THENCE SOUTH 22 RODS; THENCE EAST 13 RODS TO THE PLACE OF BEGINNING.

PARCEL 3:

COMMENCING AT A POINT FORTY RODS SOUTH OF THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ OF SAID SECTION 10; THENCE NORTH 40 RODS; THENCE EAST 50 RODS; THENCE DIAGONALLY SOUTHWESTERLY ABOUT 63 RODS TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM ALL LAND OCCUPIED BY THE O.S.L. RAILROAD AND THE COUNTY ROAD.

EXCEPT:

TOWNSHIP 13 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO,

SECTION 10: A PARCEL OF LAND IN THE NW $\frac{1}{4}$ NE $\frac{1}{4}$, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT SOUTH 32°42' EAST 531.65 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING THE NORTHERLY BOUNDARY LINE OF SWAN LAKE ROAD, AND RUNNING THENCE NORTH 61°57' EAST 111.4 FEET ALONG SAID ROAD; THENCE NORTH 28°03' WEST 132.9 FEET; THENCE NORTH 65°27' WEST 53.41 FEET; THENCE SOUTH 61°57' WEST 105.96 FEET, MORE OR LESS TO THE EASTERLY BOUNDARY LINE OF U.S. HIGHWAY 91; THENCE SOUTH 32°47' EAST 176 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID SWAN LAKE ROAD; THENCE NORTH 61°57' EAST 12.34 FEET TO THE POINT OF BEGINNING.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is executed and entered into in duplicate this 19th day of April, 1995, by and between A RANCHES, an Idaho Corporation, LAEL J. ABBOTT and PAULINE L. ABBOTT, husband and wife, whose address is P.O. Box 29, Downey, Idaho 83234, hereinafter collectively referred to as "Seller", and J. MORGAN EVANS and CHARLA M. EVANS, husband and wife, whose address is 26704 South Back Red Rock Road, Downey, Idaho 83234, hereinafter "Buyer".

IT IS HEREBY AGREED AS FOLLOWS:

1. **SALE OF PROPERTY:** The Seller covenants and agrees to sell and convey and Buyer covenants and agrees to purchase from Seller, the real and personal property situated in Bannock County, in the State of Idaho, to-wit:

1.1 Cattle Ranch owned by A Bar Ranches, Inc. consisting of approximately 1677 acres described fully in Exhibit "A", Parcel 1, attached, excepting 5-acre parcel in the narrows area of Cottonwood, to be surveyed and excluded.

1.2 Dry farm owned by Sellers Lael J. Abbott and Pauline L. Abbott consisting of approximately 707.79 acres described fully in Exhibit "A", Parcel 2, attached.

1.3 One hundred forty-one (141) head grazing right in Cottonwood Grazing Association, Inc., evidenced by Certificate No. 000147.

1.4 Pump, motor, and water rights pertaining to irrigation and domestic wells, Idaho Department of Water Resources License Nos. 13-7072 and 13-7073.

1.5 All C.R.P. Contracts.

2. **PURCHASE PRICE:** The purchase price of the above-described property shall be [REDACTED], and shall be paid as follows:

2.1 [REDACTED] earnest money paid by Buyer upon execution of this Agreement, receipt of which is acknowledged by Seller, to be credited to the purchase price at closing.

2.2 [REDACTED] down payment to be paid at closing.

2.3 The balance of the purchase price in the sum of [REDACTED] shall be evidenced by a Promissory Note, which Buyer shall execute and deliver to Seller, to be paid with interest at [REDACTED] per annum payable by Buyer pursuant to the terms and conditions of said Promissory Note, which is attached hereto as Exhibit "B".

2.4 The Buyer's right to prepay any sum is limited in the following manner:

2.4.1 For the first five years, prepayment of any principal is not allowed.

2.4.2 After the first five years, reductions of principal are not to exceed \$30,000 in any given calendar year.

2.5 Any permissible prepayment shall be applied first to interest and then to principal or future installments due hereunder, whichever Buyer may direct, and shall not affect the obligation to pay the remaining installments or the balance when due.

2.6 Late Payment Penalty. On any payment not paid within thirty (30) days of the due date, Buyer agrees to pay a late charge of [REDACTED]

3. TITLE: Title of Seller is to be conveyed by Warranty Deed and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record unless objected to by Buyer in advance of closing, and on the mortgage to Farm Credit Services, which Seller shall continue to pay and indemnify and hold harmless Buyer therefor.

4. TAXES AND ASSESSMENTS: Seller shall pay all taxes and assessments against the subject property for 1994 and all prior years. Thereafter, Buyer shall be responsible for all taxes and assessments.

5. TITLE INSURANCE: Seller shall, at his expense, furnish Buyer with a standard form "owners" title insurance policy covering the real property in the amount of the portion of the purchase price allocated to the real property, in form and substance satisfactory to Buyer.

The Title Insurance shall be provided based upon the property of record owned by Seller as described in the Commitment for Title Insurance.

6. **SURVEY, ENGINEER'S REPORTS:** Buyer has and may continue to have complete access to the premises to obtain any survey or engineer's report so desired prior to closing at Buyer's expense. Seller shall have no further obligation to furnish Buyer with any survey or engineer's report.

7. **INSPECTION AND DISCLAIMER:** Buyer acknowledges that it has had full opportunity for inspection of and is familiar with the physical condition of the subject property and accepts the same in its present condition "as is" without relying upon any representation by Seller. Buyer acknowledges that there are no warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, given by Seller to Buyer, except as specifically set forth in this Agreement. Buyer further acknowledges that it possesses knowledge and experience in the management, operation, development and sale of agricultural property similar in nature to the property being acquired pursuant to this Agreement, and that it is not relying upon any projections, statements, representations or other financial information made or given to it by Seller with regard to the past, present or future profitability of the described real property being sold under this Agreement. Buyer further acknowledges that the future appreciation or profitability of the real property being sold hereunder is dependent upon its own management, skills, abilities and operations and upon economic factors beyond the control of either party to this Agreement.

8. **POSSESSION**: Possession shall be delivered to Buyer on the date of closing, at which time the risk of loss or damage to the property by fire or other casualty shall belong to the Buyer.

9. **INSURANCE**: The risk of loss or damage to the property hereinabove described by fire or other casualty is assumed by Buyer as of the date of possession. Buyer shall pay for and maintain at its own expense a policy of comprehensive farm liability insurance in force for the duration of the time that any amounts remain unpaid to Seller.

10. **BROKER**: There is no broker involved in this sale.

11. **SECURITY**: To secure payment of the purchase price, Buyer shall execute and deliver to Seller at closing a Promissory Note, substantially in the form of Exhibit "C" attached, for the unpaid balance of the purchase price specified in paragraph 2 above, together with a Real Estate Mortgage, substantially in the form of Exhibit "D" attached, pledging the real property described in Paragraph 1 above.

12. **ALLOCATION OF PURCHASE PRICE**: The entire purchase price shall be allocated to the real property.

13. **CONTINGENCIES**: Seller and Buyer hereby acknowledge and agree that this Agreement is not subject to any conditions or contingencies, except those specifically described in this Agreement.

14. **CLOSING**: The closing shall take place at the law offices of Racine, Olson, Nye, Cooper & Budge, Pocatello, Idaho, at such time, date and place as shall be agreed by the parties as soon as possible after the title reports and surveys have been completed.

At the time of closing, Seller shall execute and deliver to Buyer the following:

(a) A standard form Warranty Deed conveying title to the real property described in Paragraph 1 to Buyer.

(b) An assignment of the C.R.P. Contracts and water rights.

(c) Closing statements and such other documents as may be required to carry out the purpose and intent of this Agreement.

At the time of closing, Buyer shall execute in favor of Seller the following:

(a) Promissory Note for the balance of the purchase price as described in Paragraph 2 above.

(b) Real Estate Mortgage to pledge the real property as security for repayment.

(c) Such closing statements and other documents as may be required to carry out the purpose and intent of this Agreement.

15. **LIABILITIES:** Other than the obligations expressly assumed herein, it is understood and agreed that no other debts, taxes, obligations and/or liabilities of any kind or nature are being assumed, directly or indirectly, by Buyer. In the event any such debt, claim or liability is asserted against Buyer, Buyer shall immediately notify Seller of such claim or demand, and Seller shall immediately pay or otherwise defend and hold Buyer harmless from such claim.

16. **INDEMNIFICATION OF BUYER:** Seller shall, from and after the closing, indemnify, defend and hold Buyer harmless from and against any and all claims, costs, liability or expense, including reasonable attorney fees, arising out of (a) operation of the business prior to closing; (b) any nonfulfillment of any agreement of the Seller under this Agreement; (c) all actions, suits, proceedings, demands, assessments, judgments, costs, and expenses incident to any of the foregoing arising prior to closing.

17. **INDEMNIFICATION TO SELLER:** Buyer shall, from and after the closing, indemnify, defend and hold Seller harmless from and against any and all claims, costs, liability or expense, including reasonable attorney fees, arising out of (a) operation of the business subsequent to closing; (b) any breach of warranty, covenant, agreement or representation made by Buyer in this Agreement; (c) any nonfulfillment of any agreement of Buyer under this Agreement; and (d) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing.

18. **SALE OR ASSIGNMENT:** Except as otherwise provided in this agreement, the property hereinabove described, this Agreement, the Promissory Note, and any other instruments executed pursuant hereto and the rights of Buyer hereunder may be sold, assigned, mortgaged or encumbered only with the express written consent of Seller, which consent shall not be unreasonably withheld.

19. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement, and it is expressly agreed that any concessions or departures from, or delay in enforcing the provisions of the same, with or without the consent of the Seller, shall not waive or be a waiver of any right of Seller to stand upon the strict letter and construction of the terms hereof or construed to be a waiver of the right of Seller to enforce the same in accordance with its terms.

20. **DEFAULT:** In the event Buyer fails to perform any of the terms, conditions or provisions of this Agreement, the Promissory Note, Real Estate Mortgage or other instruments executed pursuant to this Agreement, Seller shall give written notice thereof to Buyer by certified mail, return receipt requested, and Buyer shall have thirty (30) days from the date of receipt of such notice to cure or correct the noticed default. In the event Buyer fails to timely cure all defaults, Seller may, at his option, and without further notice, elect any or all of the following cumulative remedies, to-wit:

20.1 To accelerate the entire balance then remaining due and payable, foreclose judicially the Real Estate Mortgage and any other security instruments executed by Buyer in favor of Seller and exercise any and all other rights or remedies afforded to the Seller pursuant to said Real Estate Mortgage and other instruments or as otherwise provided under Idaho law.

20.2 To require that Buyer specifically perform this Agreement and complete the acquisition of the property and payment of the purchase price as set forth in the Agreement.

20.3 To accelerate the unpaid balance and commence judicial action against Buyer to strictly foreclose, cancel and terminate this Agreement and quiet title in Seller to all property sold, free and clear of any claims by Buyer pursuant to Court Order and Decree.

20.4 To pursue any and all other remedies allowed by Idaho law.

21. **NOTICES:** Any notices or other communications required or permitted under this Agreement shall be sufficiently given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

SELLER: Lael and Pauline Abbott
P.O. Box 29
Downey, Idaho 83234

Copy to: Randall C. Budge
RACINE, OLSON, NYE, COOPER &
BUDGE, CHARTERED
P.O. Box 1391
Pocatello, Idaho 83204-1391

BUYER: J. Morgan and Charla M. Evans
26704 S. Back Red Rock Rd.
Downey, Idaho 84234

22. **ATTORNEYFEES:** In the event either party is required to retain the services of an attorney in order to enforce the terms or provisions of this Agreement, the prevailing party in any litigation arising therefrom, shall be entitled to recover reasonable attorney fees and costs incurred.

22.1 This Agreement and related documents and instruments were prepared by Seller's attorneys, Racine, Olson, Nye, Cooper & Budge, Chartered, P.O. Box 1391, Pocatello, Idaho.

22.2 Buyer acknowledges that it has obtained independent advice on tax and legal matters and are not relying upon advice or representations made by Seller or his agents or attorneys.

23. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire Agreement between the parties and supersedes any and all previous oral or written agreements between the parties concerning the subject matters of this Agreement.

24. **BINDING EFFECT:** This Agreement shall not merge and shall survive closing and be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, heirs and assigns.

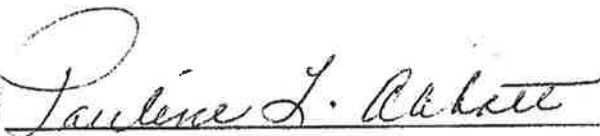
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SELLER:

A RANCHES, INC.


By LAEL J. ABBOTT


LAEL J. ABBOTT


PAULINE L. ABBOTT

BUYER:


J. MORGAN EVANS


CHARLA M. EVANS

EXHIBIT A

PARCEL 1:

TOWNSHIP 13 SOUTH, RANGE 38 EAST OF THE, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, SECTION 3: LOT 2, LOT 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$ LYING WEST OF THE OREGON SHORT LINE RAILROAD RIGHT OF WAY. NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND SW $\frac{1}{4}$ NW $\frac{1}{4}$ LYING EAST OF THE RIGHT OF WAY OF HIGHWAY 91. EXCEPT THEREFROM: A PARCEL OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ COMMENCING ON THE RIGHT OF HIGHWAY 91 WHICH IS 407 FEET NORTH OF THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE NORTH 37°30' WEST ALONG THE EASTERLY BOUNDARY OF HIGHWAY 1335.92 FEET; THENCE NORTH 52°30' EAST, 140 FEET; THENCE SOUTH 41°35'30" EAST, 1057.9 FEET; THENCE SOUTH 354 FEET TO THE POINT OF BEGINNING. ALSO EXCEPT: BEGINNING AT A POINT 17 $\frac{1}{2}$ RODS WEST OF NORTHEAST CORNER OF LOT ONE (1), RUNNING THENCE IN A SOUTHERLY DIRECTION 80 RODS TO A POINT OF 9.1 RODS WEST OF THE SOUTHWEST CORNER OF LOT ONE (1), THENCE EAST 9.1 RODS TO THE SOUTHWEST CORNER OF LOT ONE (1), THENCE NORTH 80 RODS TO THE NORTHWEST CORNER OF LOT ONE (1); THENCE WEST 17 $\frac{1}{2}$ RODS TO THE POINT OF BEGINNING.

SECTION 4: S $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; EAST OF THE HIGHWAY RIGHT OF WAY.

SECTION 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$;

SECTION 10: N $\frac{1}{2}$ W $\frac{1}{4}$; EXCEPTING THEREFROM: COMMENCING AT A POINT 40 RODS SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 40 RODS; THENCE WEST 80 RODS TO THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE DIAGONALLY NORTHEASTERLY TO THE PLACE OF BEGINNING.

ALSO EXCEPT THEREFROM ANY LAND LYING EAST OF THE WESTERLY RIGHT OF WAY OF OREGON SHORTLINE RAILROAD COMPANY.

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 6: W $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$.

ALSO: TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN

SECTION 6: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 00°03'38" EAST 1326.24 FEET ALONG THE EAST LINE OF SAID SECTION 6 TO THE SOUTH 1/16TH CORNER ON SAID EAST LINE, THE TRUE POINT OF BEGINNING; THENCE NORTH 89°45'18" WEST 1318.31 FEET TO THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 6; THENCE SOUTH 00°06'46" WEST 44.25 FEET TO THE FENCE LINE; THENCE SOUTH 89°48'40" EAST 1318.35 FEET ALONG SAID FENCE TO THE EAST LINE OF SAID SECTION 6; THENCE NORTH 00°03'38" EAST 42.96 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN RUNNING THENCE WEST 1,319.54 FEET TO THE PLACE OF BEGINNING; AND RUNNING THENCE NORTH 53°51'45" WEST 406.95 FEET; THENCE NORTH 5°51'0" EAST 1,039.65 FEET; THENCE EAST 225.20 FEET; THENCE SOUTH 1,273.49 FEET TO THE PLACE OF BEGINNING.

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 7: W $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$.

EXHIBIT A (Continued)

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 7: $W\frac{1}{2}SE\frac{1}{4}$; $N\frac{1}{2}NE\frac{1}{4}$; $SW\frac{1}{4}NE\frac{1}{4}$; $E\frac{1}{2}SE\frac{1}{4}$; $SE\frac{1}{4}NE\frac{1}{4}$.

EXCEPT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN AND RUNNING THENCE SOUTH 495.49 FEET; THENCE NORTH $64^{\circ}30'37''$ WEST 390.66 FEET; THENCE NORTH $52^{\circ}32'12''$ WEST 542.32 FEET; THENCE SOUTH $89^{\circ}48'58''$ EAST 781.20 FEET TO THE PLACE OF BEGINNING.

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 8: $W\frac{1}{2}SW\frac{1}{4}$; $SW\frac{1}{4}NW\frac{1}{4}$.

SECTION 17: $NW\frac{1}{4}NW\frac{1}{4}$.

SECTION 18: $NE\frac{1}{4}NE\frac{1}{4}$.

PARCEL 2:

TOWNSHIP 12 SOUTH, RANGE 38, EAST BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 20: $S\frac{1}{2}SE\frac{1}{4}$.

SECTION 21: $W\frac{1}{2}SW\frac{1}{4}$ AND $SW\frac{1}{4}NW\frac{1}{4}$.

SECTION 22: $S\frac{1}{2}NW\frac{1}{4}$ AND $N\frac{1}{2}SW\frac{1}{4}$; $S\frac{1}{2}SW\frac{1}{4}$ AND $W\frac{1}{2}SE\frac{1}{4}$.

SECTION 28: $NW\frac{1}{4}NW\frac{1}{4}$.

SECTION 29: $N\frac{1}{2}NE\frac{1}{4}$.

ALSO: $NE\frac{1}{4}SE\frac{1}{4}$, SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO ALSO: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., AND RUNNING THENCE EAST 80 RODS, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH ON SAID SECTION LINE 67 RODS, MORE OR LESS, TO BROW OF A HILL; THENCE FOLLOWING IN A SOUTHWESTERLY DIRECTION ALONG THE BROW OF SAID HILL TO A POINT 22 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 22 RODS, MORE OR LESS, TO POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 38 E.B.M.; RUNNING THENCE NORTH 22 RODS; THENCE WEST 13 RODS; THENCE SOUTH 22 RODS; THENCE EAST 13 RODS TO THE PLACE OF BEGINNING.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 22, 2020

COTTONWOOD RANCH LLC
26704 S BACK REDROCK RD
DOWNEY ID 83234-1715

Re: Change in Ownership for Water Right No(s): 13-7073

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: Racine Olson Attorneys
Water District 11



RACINE OLSON
ATTORNEYS

RECEIVED

MAY 05 2020

Department of Water Resources
Eastern Region

May 4, 2020

Idaho Department of Water Resources
900 N. Skyline Dr., Ste A
Idaho Falls, Idaho 83402-1718

Sent Via Overnight Mail

**Re: Notice of Change in Water Right Ownership
J. Morgan Evans and Charla M. Evans**

To whom it may concern,

Enclosed please find a Notice of Change in Water Right Ownership filed on behalf of Morgan and Charla Evans along with a check in the amount of \$50.00 for the filing fee.

The warranty deed by which the Evanses acquired these water rights in 1995, a copy of which is enclosed, specifically references water right nos. 13-7073 and 13-7072. Based on our research it appears that 13-7072 was referenced by mistake due to a clerical error. At the time of the sale it appears that 13-7072 was a lapsed permit. By contrast, 13-4147 was appurtenant to the subject property along with water right 13-7073, and the deed conveyed "all appurtenances". While water right 13-4147 was not referenced in the deed, it was appurtenant to the subject property and was therefore conveyed therewith. Idaho Code § 55-101; *Joyce Livestock Co. v. US*, 144 Idaho 1, 14 (2007) ("Unless they are expressly reserved in the deed or it is clearly shown that the parties intended that the grantor would reserve them, appurtenant water rights passed with the land even though they are not mentioned in the deed and deed does not mention 'appurtenances.'") I have also enclosed a copy of the Purchase Agreement from A Bar Ranches, Inc. to the Evans' to verify that the seller did not intend to reserve water right 13-4147 from the sale.

This error was recently discovered because the Evanses are planning to sell the property to which water rights 13-7073 and 13-4147 are appurtenant. The ownership must be updated to close the sale. Anything the Department could do to expedite processing of this ownership change would be greatly appreciated.

Should you have any questions, please give me a call.

Sincerely,


T. J. BUDGE

c: Morgan Evans
Scott Bates